

Section 6 - Employer's Requirements

This Section contains the Specifications, Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

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Scope of Works

1.0 Scope of Work

The selected Bidder (the "Contractor") shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the "EPC Contract") to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents (**Bidding Document Part III EPC Contract and Contract Forms**) pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period.

The scope of work will broadly include rehabilitation and capacity augmentation of the existing two lane carriageway to four lane carriageway standards with construction of new pavement, rehabilitation of existing pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. Defects Liability Period shall be 5 years including maintenance of the Project for a period of 5 (Five) years.

2.0 Project Report and Drawings

The extracts from Project Report and Drawings are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Project Report and Drawings shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Report and Drawings.

3.0 Bid Documents, Project Reports and Drawings shall remain property of the Employer

The documents including this RFP and all attached documents, provided by the Authority (Employer) are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.

4.0 Site visit and verification of information

4.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

4.2 It shall be deemed that by submitting a BID, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters which has an effect on project implementation. No claim shall be admissible at any stage on this account.

- d) satisfied itself about all matters, things and information including details given in project reports and drawings necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or project reports and drawings or ignorance of any of the matters referred herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Agreement by the Contractor;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

Specifications

Provisions of the EPC Contract in Part III will be applicable

Drawings

Provisions of the EPC Contract in Part III will be applicable

Supplementary Information Regarding Works to Be Procured

Following supplementary information is available at the NHIDCL for inspection:

- Detailed Project Report (DPR)
- Initial Environmental Examination (IEE)

These reports are only for information purposes and does not form part of the bid. However, the measures of the EMP, have to be adhered to.

EMP (Environmental Management Plan)

Table 1: Environmental Management Plan Matrix for New Mechi Major Bridge and its Approaches in Nepal and Indian Border

Environmental Issues/Impacts	Enhancement/ Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
PRE-CONSTRUCTION PHASE (removal of trees and encroachments; site clearances, establishments of construction camps)				
Uncertainties concerning land and other assets acquisition	Refer Resettlement Plan for Details			
Inadequate compensation and other grievances	Refer Resettlement Plan for Details			
Tree clearance (116)	Compensatory plantation & additional plantation in available clear space	Indian Forest Act (1980)/ Nepal Forest Regulations	Only marked trees to be felled. Compensatory plantation of 1160 trees (@ 10 saplings for each tree felled). Removal of trees only within Col after joint verification with forest department.	Forest Department (India) for India portion and Forest Department (Nepal) for Nepal portion and Contractor
Grubbing & levelling at Bridge and approach construction site	Removal of remains of trees to facilitate construction and carting away of remains	Project Requirement	Contractor will carry out the clearing of stumps and levelling Carting away will be done by the NHAI in India portion and DoR for Nepal portion after the stumps	PIU India/PIU Nepal, CSC and Contractor

Environmental Issues/Impacts	Enhancement/ Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
			are removed from the ground.	
Siting of construction Camp	<ul style="list-style-type: none"> Siting will be finalised after approval of CSC who will look into the site and planning of the contractor. 	Project Requirement	<p>Contractor will prepare a site plan.</p> <p>The contractor will avoid camp site near Mechi River Bank and river flood plains</p> <p>Machinery and equipment area will be protected.</p> <p>Vehicle refuelling sites will be avoided in the flood plains of Mechi River</p>	CSC and Contractor
CONSTRUCTION PHASE (Earthworks; Construction works related bridge and approaches; camp site operation; procurement of material from quarries, crushers and borrow areas; traffic management during construction)				
Borrow pit exploitation causing loss of productive land (Borrow area development)	Indemnity by contractors to NHAI PIU India/PIU Nepal against third party claims.	Contract requirement	Contractor will verify that enough quantity of borrow materials is available at identified 2 borrow pits	Contractor and CSC
	Equitable agreements for borrow pit development will be reached between land owners and contractors including measures for post-restoration.	Contract Requirement	CSC will check restoration and post-restoration use.	CSC and contractor
	Contractors will submit plans to CSC and PIU India/PIU Nepal for borrow pit exploitation and post-use restoration before commencement of work and implementation of approved plans.	Contract Requirement	Inclusion of appropriate clauses in construction contracts, monitoring of compliance during construction and proper administration of contracts will be ensured.	CSC and Contractor
Erosion/damage to embankments	Embankment portion at approaches in Nepal and India	Contract requirement	Inclusion of appropriate items in specification for retaining wall or slope stabilisation measures, monitoring of compliance during construction of retaining wall and appropriate administration of contracts will be ensured.	CSC and contractor
Safe site for	Site will be located at	Contract	CSC and PIU INDIA/PIU	PIU INDIA/PIU

Environmental Issues/Impacts	Enhancement/Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
construction workers' camp	least at 500 m downwind from Panitanki, Kakarbhitta, and Mechi River and at least 1 km away from Khoribari Reserved forest at Panitanki	Requirement	NEPAL will approve the site chosen by the contractors Conditions will be put in contract document for location of site at above specified distances.	NEPAL/CSC /Contractor
Sanitation and disposal facilities at construction workers' camp	Proper availability of drinking water and sanitation facilities at workers' camp	Contract Requirement	Contractor will install temporary toilets with septic tank/soak pits. Contractor will provide suitable collection and disposal system for domestic refuse. For collection of domestic refuse dustbins will be provided. The collected waste may be disposed off at the nearest municipal land fill site.	PIU INDIA/PIU NEPAL, CSC and Contractor
Cooking fuel at workers' camp	Workers' should not depend for cooking on fuel wood.	Contract Requirement	Contractor will ensure availability of kerosene oil/LPG. Inclusion of the above conditions in contract document will be ensured.	PIU INDIA/PIU NEPAL, CSC and Contractor
Health facilities at workers' camp	Availability of first aid and health facilities	Contract Requirement	The contractor will ensure first aid boxes in adequate numbers and make shift dispensary at camp. The above condition will be put in contract document.	PIU INDIA/PIU NEPAL, CSC and Contractor
HIV/ AIDs awareness campaign at workers' camp	Workers to be made aware of HIV/AIDs and protection measures.	Contract Requirement	To organise awareness programme every month	PIU INDIA/PIU NEPAL, CSC and Contractor
Damage to services running parallel or across the alignment of Mechi Bridge and approaches during construction leading to interruption in supply	Relocation of any potentially affected services prior to commencement of any construction works	Contract Requirement	Potentially affected services will be identified in design stage.	PIU INDIA/PIU NEPAL, CSC and Contractor
	Contractors will be responsible for identifying and	Contract Requirement	Service undertakers will be notified for relocation and necessary	PIU INDIA/PIU NEPAL, CSC and Contractor

Environmental Issues/Impacts	Enhancement/ Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
	safeguarding services adjacent to works and for compensating statutory undertakers for any accidental damage to such services.		programming to avoid construction delays (incl. payments).	
			Relocation works to be completed by statutory undertakers before construction works start in accordance with an agreed programme.	PIU INDIA/PIU NEPAL, CSC and Contractor
			<ul style="list-style-type: none"> Inclusion of appropriate clauses in construction contracts; monitoring of compliance during construction and proper administration of contracts will be ensured. 	PIU INDIA/PIU NEPAL
Fire Prevention	Adopt safe work practice and have adequate fire fighting facilities	Contract Requirement	Provision of adequate fire fighting equipment will be made.	Contractor
Presence of contractor's workforce increasing pressure on already strained local facilities including health & medical facilities	Contractor will provide own suitably equipped and staffed site emergency medical facilities.	Contract Requirement	Inclusion of appropriate clauses in construction contracts; monitoring of compliance during construction and proper administration of contracts will be ensured.	CSC and PIU INDIA/PIU NEPAL
Incomplete post-use clearance and rein-statement of construction camps leading to loss of land productivity or additional costs for land owners to reinstate land	Contractor will prepare site restoration plans for approval of CSC and PIU to implement these plans fully prior to demobilization. All temporary works sites to be notified by the contractor prior to use	Contract Requirement	<p>Inclusion of appropriate clauses in construction contracts; monitoring of compliance during construction and proper administration of contracts will be ensured.</p> <p>All sites will be photographed to record pre-use state.</p> <p>BOQ's will include nominated lump sum for reinstatement of temporary sites to peruse status.</p>	CSC and PIU INDIA/PIU NEPAL and Contractors
Pollution of land, ground water and	During construction it will be ensured that	Contract Requirement	Monitoring of compliance during construction and	CSC, PIU INDIA/PIU NEPAL, Contractor

Environmental Issues/Impacts	Enhancement/ Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
surface water arising from sanitary and other wastes and spillages	contractor does not dispose off debris in Mechi River		strict administration of contracts will be ensured.	and Statutory Undertakers
	Vehicle maintenance and refuelling will be confined to areas under construction yard to trap discarded lubricant and fuel spills.	Contract Requirement	Condition will be included in contract document	CSC, PIU INDIA/PIU NEPAL Contractor and Statutory Undertakers
	Sanitation waste from workers' camp will not be diverted to Mechi River. The waste water will be diverted to septic tank.	Contract Requirement	Separate septic tanks shall be used for disposal of sanitary waste.	CSC, PIU INDIA/PIU NEPAL Contractors and Statutory Undertakers
	Contractor to prepare, for PIU's approval detailed public health utilities plan for the workers camps and other works sites, which make adequate provision for safe disposal of all wastes and prevention of spillages, leakage of polluting materials, etc.	Contract Requirement	Monitoring of compliance during construction and strict administration of contracts will be ensured.	CSC, PIU INDIA/PIU NEPAL, Contractor and Statutory Undertakers
	Contractor will be required to pay all costs associated with cleaning up any pollution caused by their activities and to pay full compensation to those affected	Contract Requirement	Monitoring of compliance during construction and strict administration of contracts will be ensured.	CSC, PIU INDIA/PIU NEPAL, Contractor and Statutory Undertakers
Contractor's water abstraction resulting in depletion of scarce water resources with local users and pollution of surface water bodies (Mechi River and other streams) from construction activities	Contractor will make suitable arrangements for own supply and protection of water bodies from pollution Silt fencing will be provided all around the base of the stockpile of materials wherever material is stockpiled near water bodies.	Contract Requirement	Monitoring of compliance during construction and strict administration of contracts will be ensured.	CSC, PIU INDIA/PIU NEPAL

Environmental Issues/Impacts	Enhancement/Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
Construction traffic causing pavement and structure damage to roads due to overloading, increasing congestion and increased road safety hazards	Contractor will use appropriate vehicles and to comply with legal gross vehicle and axle load limits	Contract Requirement	Monitoring of compliance during construction and strict administration of contracts will be ensured.	CSC, PIU INDIA/PIU NEPAL
	Contractors will repair damage to any road at own expense	Contract Requirement	The CSC will ensure preparation and enforcement of traffic management plans.	CSC, PIU INDIA/PIU NEPAL
	Contractor will minimise road safety hazards and inconvenience to other road users by taking appropriate measures such as proper diversions, signages, etc.	Contract Requirements	Monitoring of compliance during construction and strict administration of contracts will be ensured.	CSC, PIU INDIA/PIU NEPAL
Road safety hazards associated with temporary traffic diversions	Contractor will take all reasonable measures to minimise interference with traffic flow at Kakarbhitta and Panitanki and to provide safe transit at diversions. The contractor will maintain two way traffic at diversions and will inform the local traffic police about the traffic diversion	Contract Requirement	Monitoring of compliance during construction and strict administration of contracts will be ensured.	CSC and PIU INDIA/PIU NEPAL
Air pollution from Hot Mix Plant, concrete batching plant, construction yard and due to movement and operation of construction vehicles and machinery	Construction camps will be located in open areas and away from residential complexes	Contract Requirement	Monitoring of air pollution and timely action to decrease the pollutant concentration by appropriate measures will be taken up.	PIU INDIA/PIU NEPAL, CSC and Contractor

Environmental Issues/Impacts	Enhancement/ Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
	Trucks carrying construction material will be covered with tarpaulin sheet to avoid spilling.	Contract Requirement	The CSC will enforce the mitigation measures suggested through efficient monitoring.	PIU INDIA/PIU NEPAL, CSC and Contractor
	Water sprinkling will be carried out in mornings and evenings on haul roads and compact surface.	Contract Requirement	The CSC will enforce the mitigation measures suggested through efficient monitoring.	PIU INDIA/PIU NEPAL, CSC and Contractor
	Vehicles and construction machinery will be maintained to conform emission standards specified by West Bengal Pollution Control Board	Contract Requirement	The CSC will enforce the mitigation measures suggested through efficient monitoring.	PIU INDIA/PIU NEPAL, CSC and Contractor
	Stock piled sand and stone will be wetted before loading. Construction debris shall be disposed only at designated sites.	Contract Requirement	The CSC will enforce the mitigation measures suggested through efficient monitoring.	PIU INDIA/PIU NEPAL, CSC and Contractor
Noise Levels	Construction camp will be located in open areas as far as possible from residential areas	Contract Requirements	Condition will be included in contract document	PIU INDIA/PIU NEPAL, CSC and Contractor
	All equipment will be maintained in good working order, properly designed engine enclosures and inbuilt silencers.	Contract Requirements	Condition will be included in contract document	PIU INDIA/PIU NEPAL, CSC and Contractor
	Construction work will be prohibited between 10.0 PM – 6.00 A.M. near residential areas.	Contract Requirement	Condition will be included in contract document	PIU INDIA/PIU NEPAL, CSC and Contractor
Relocation of common property resources	01 Hand Pumps, 3 temples, 2 check posts, and one entrance gate are falling in the proposed RoW. These need to be relocated/rebuild in case of Public assets or the owners need to be compensated in case of private asset	Contract requirements	Condition will be included in contract document	PIU INDIA/PIU NEPAL, CSC and Contractor

Environmental Issues/Impacts	Enhancement/ Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
Accidents Hazards and Safety	The contractor will prepare a safety manual for all activities of construction as well as activities at construction camps. This manual will have safety measures to be adopted. The safety procedure for transportation of construction materials will also be detailed.	Design Requirement	Condition will be included in the contract document	PIU INDIA/PIU NEPAL, CSC and Contractor
Negative Impact on Flora due to Cutting of Trees and removal of vegetation	To compensate for 116 (40 in India and 76 in Nepal) numbers of trees to be cut, 1160 (400 in India and 760 in Nepal) numbers of trees will be planted.	Design Requirement	The project authorities will deposit necessary funds to the State forest department West Bengal and Forest Department, Government of Nepal as part of tree cutting permission for the compensatory afforestation.	PIU INDIA/PIU NEPAL, CSC, contractor, Forest Departments(India and Nepal)
Negative Impact on Fauna	The compensatory plantation will provide nesting ground to avifauna as this will be done in available space on either side of road. Construction workers shall be trained about safe handling of animals if found by chance. Cost of training built into training component cost. Construction workers will be trained not to go for fishing in water bodies	Design Requirement	Necessary training to workers not hunt the animals and birds	PIU INDIA/PIU NEPAL, CSC and Contractor
Occupational Safety and Health	Construction workers will be provided with personal protective equipment (PPE) such as earplugs, helmets, safety shoes, gloves, etc.	Contract Requirement	The contractor will ensure adequacy and availability of PPEs.	PIU INDIA/PIU NEPAL, CSC and Contractor

Environmental Issues/Impacts	Enhancement/ Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
Siltation into Mechi River	The siltation will be avoided by not storing the construction material, construction waste, excavated earth, etc. near the banks of Mechi River and in Flood Plains of Mechi River	Contract Requirement	Conditions will be included in contract document.	PIU INDIA/PIU NEPAL, CSC and Contractor
Contamination of water from construction wastes	All measures will be taken to prevent the waste water produce in construction from entering directly into Mechi River as directed by CSC Construction works near surface water sources shall be avoided during monsoon The discharge standards promulgated under the Environmental Protection Act, 1986 shall be strictly adhered to.	Contract Requirement	<ul style="list-style-type: none"> Conditions will be included in contract document. 	PIU INDIA/PIU NEPAL, CSC and Contractor
Environmental monitoring during Construction Phase	Ambient air quality to be measured once in a season (except monsoon) at location specified in monitoring plan along project bridge	Contract Requirement	Records will be maintained for reporting and for future reference.	PIU INDIA/PIU NEPAL, CSC and Contractor
	Water quality (ground and surface) to be monitored once in a season except monsoon at locations specified in monitoring plan	Contract Requirement	Records will be maintained for reporting and for future reference.	PIU INDIA/PIU NEPAL, CSC and Contractor
	Noise levels to be monitored once in a season at locations specified in monitoring plan	Contract Requirement	Records will be maintained for reporting and for future reference.	PIU INDIA/PIU NEPAL, CSC and Contractor
	Soil quality in agriculture field along RoW of Bridge and approaches to be monitored once in a	Contract Requirement	Records will be maintained for reporting and for future reference.	PIU INDIA/PIU NEPAL, CSC and Contractor

Environmental Issues/Impacts	Enhancement/ Mitigation Measures	Reference to Contract Documents	Management Action	Implementation Responsibilities
	season except monsoon.			
	Monitoring of construction sites for arrangements made for protection measures at storage areas, drainage arrangement, and sanitation at construction camp. Inspection of construction camps for sanitation	Contact requirement	Records will be maintained for reporting and for future reference.	PIU INDIA/PIU NEPAL, CSC and Contractor
OPERATIONAL PHASE				
Increased Air Pollution	Ambient air quality monitoring at locations specified in monitoring plan	Project Requirement	Monitoring frequency is thrice a year for initial period of 2 years	PIU INDIA/PIU NEPAL through NABL approved monitoring agency
Noise Pollution	Noise pollution monitoring at locations specified in monitoring plan	Project Requirement	Monitoring frequency is thrice a year for a period of 2 years.	PIU INDIA/PIU NEPAL through NABL approved monitoring agency
Water Pollution	Monitoring of surface and ground water quality at locations specified in monitoring plan	Project Requirement	Monitoring frequency is once in a season for a period of 2 years	PIU INDIA/PIU NEPAL through NABL approved monitoring agency
Soil Characteristics	Monitoring of soil quality of agricultural field close to RoW	Project Requirement	Monitoring frequency is once in season except monsoon for 2 years	PIU INDIA/PIU NEPAL through NABL approved monitoring agency

Personnel Requirements

The EPC Contractor shall deploy adequate number qualified and experienced personnel as per good industry practice for implementation of project.

Equipment Requirements

The EPC Contractor shall deploy appropriate and adequate number of equipment machinery with age not more than 6 years or so for completion of work as per schedule.

Appendix-

In addition to the evaluation criteria mentioned in Section 3, the bids would be evaluated as per annexure given hereunder:

- (i) Annexure-I: Integrity Pact

Annexure-I

To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of NHIDCL.

Bidders are required to submit the signed Integrity Pact as per the attached format in Annexure-I

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

National Highways & Infrastructure Development Corporation Ltd (NHIDCL) represented through its Managing Director and having its principal office at 3rd Floor, PTI Building, 4 Parliament Street New Delhi-110001,

(Hereinafter referred as the

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the
(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No dated)
(Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for
.....”, hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and /or Contractor(s).

AND WHEREAS to meet the aforesaid purpose both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/ Bid documents and Contract

between the parties.

AND WHEREAS in order to achieve the above goals, the Principal has appointed an Independent External Monitor (IEM) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned herein.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitments of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/ Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/ Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/ Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitments of the Bidder(s)/ Contractor(s)/ Consultant(s)

- (1) It is required that each Bidder/ Contractor/ Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/ Contractor(s)/ Consultant (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer,

- promise or give to any of the Principal/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize the bidding process.
 - (c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(S)/ Contract(s) will not use improperly for the purpose of competition or personal gain, or pass on the others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - (f) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (g) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice which means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - (h) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contract or its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ contractor(s) from the Tender process or terminate/determine the Contract, if already executed or executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
- (2) Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- (3) Criminal Liability: If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/ Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti corruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/ Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, as its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors/ Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any state of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolutions.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/ Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Independent External Monitor

- (1) The Principal appoints a competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the MD, NHIDCL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can submit non-binding recommendations in this regard. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD, NHIDCL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the MD, NHIDCL a substantiated suspicion of an offence under relevant IPC/PC Act and the MD, NHIDCL does not, within the reasonable time, takes visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article 9- Legal and Prior Rights

All right and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

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(For and on behalf of
Principal/Owner)

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(For and on behalf of
Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)
2.
(Signature, name and address)

Place:

Dated: